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8 **STATE OF WASHINGTON**
 KING COUNTY SUPERIOR COURT

9 STATE OF WASHINGTON,

10 Plaintiff,

11 v.

12 CAL-WESTERN OF WASHINGTON,
13 INC.,

14 Defendant.

NO.

COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF

15 **I. PLAINTIFF**

16 1.1 The Plaintiff is the State of Washington.

17 1.2 The Attorney General is authorized to commence this action pursuant to
18 RCW 19.86.080 and RCW 19.86.140.

19 **II. DEFENDANT**

20 2.1 Cal-Western of Washington, Inc. ("Cal-Western") is a Washington corporation
21 with an office in Vancouver, Washington. Cal-Western in the business of conducting
22 foreclosure sales pursuant to Washington's Deed of Trust Act, RCW 61.24. Non-judicial
23 foreclosures, also known as Trustee Sales, must be conducted in accordance with the Deed of
24 Trust Act and the terms of the mortgage transaction documents.

25 2.2 Foreclosure trustees must perform their duties in good faith and owe that duty to
26 the borrower and the beneficiary. RCW 61.24.010(4).

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3.2 The Defendant has engaged in the conduct set forth in this complaint in King County and elsewhere in the state of Washington.

4.1 Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025, and Court Rule 82 because Cal-Western transacts business in King County – to wit, by foreclosing on property located in King County.

5.1 Cal-Western serves as foreclosure trustee and conducts foreclosure sales in counties across the state of Washington, including without limitation in King County. Cal-Western has recorded more than sixty (60) Notices of Trustee's Sale in Washington in 2014.

5.3 From October 2013 to approximately March 20, 2014, Cal-Western sent Notices of Trustee's Sale to Washington homeowners, which were recorded in the county auditor's offices of various Washington counties depending on where the property was located. The notices were signed and notarized by Cal-Western employees in California. The notices were subsequently posted at and mailed to addresses in Washington. However, these notices contained an incorrect telephone number for Cal-Western of 1-800-546-1351. *See, e.g.*, Exhibit 1. That telephone number does not reach Cal-Western or any affiliate. Upon information and belief, Cal-Western recorded more than 70 Notices of Trustee's Sales in King

1 County with this incorrect telephone number. Upon information and belief, Cal-Western
2 recorded additional notices of Trustee's Sales in other Washington counties with this incorrect
3 telephone number.

4 5.4 During that time period, Cal-Western also sent homeowners Notices of
5 Foreclosure that listed same the incorrect telephone number of 1-800-546-1351. *See, e.g.,*
6 Exhibits 2.

7 5.5 At some point, Cal-Western apparently realized its error, and on or about
8 March 20, 2014 began recording Notices of Trustee's Sale with its telephone number listed as
9 360-450-5245. *See* Exhibit 3. Upon information and belief, this number is for Cal-Western's
10 office in Vancouver, Washington.

11 5.6 On or about March 24, 2014, Cal-Western stopped using the 360-450-5245
12 telephone number, and began providing the telephone number 1-800-546-1531 in its Notices of
13 Trustee's Sale. *See* Exhibit 4. This telephone number is answered by an automated system
14 informing homeowners that they have reached Cal-Western Reconveyance, LLC. Cal-Western
15 Reconveyance, LLC is a California company. *See* Exhibit 5.

16 5.7 Upon information and belief, after realizing that prior Notices of Trustee's Sale
17 and Notices of Foreclosure had been sent to homeowners containing the wrong telephone
18 number, Cal-Western did not send the affected homeowners amended Notices of Trustee's
19 Sales or letters informing them of a working telephone number at which the homeowners could
20 reach Cal-Western.

21 5.8 Homeowners facing nonjudicial foreclosure require, and are entitled to, access
22 to the foreclosing trustee. Homeowners may need to ask the trustee for updated amounts to
23 cure the default or reinstate the loan in order to exercise their rights to avert foreclosure
24 through payment under RCW 61.24.090. Similarly, homeowners may need to ask the trustee
25
26

1 to exercise its discretion, pursuant to its statutory duty of good faith, to continue the trustee's
2 sale pursuant to RCW 61.24.040(6).

3 5.9 Ultimately, Cal-Western's statutory duty of good faith to homeowners as
4 trustee, RCW 61.24.010(4) is meaningless if it deprives homeowners of reasonable means by
5 which to contact it. Homeowners thereby lose valuable protections and rights afforded by the
6 Deed of Trust Act, to their detriment.

7 5.10 Cal-Western's provision of an incorrect telephone number to homeowners is
8 particularly problematic because upon information and belief Cal-Western does not maintain a
9 website by which homeowners can find its contact information. As a result, homeowners
10 provided with the incorrect telephone number had no reasonable way to discover a working
11 telephone number. Instead, homeowners' only method to contact Cal-Western would be to
12 drive or fly to its Vancouver office, or send Cal-Western a letter through the U.S. Postal
13 Service. However, communication by mail is slow and impractical in many circumstances
14 facing homeowners, and depending upon the homeowner's location, such a trip may not be
15 feasible due to work, childcare, cost of travel, or other issues. Moreover, where Cal-Western
16 provided an incorrect telephone number, homeowners may reasonably conclude that the
17 address it provided is also incorrect, which would provide a deterrent to mailing a letter or
18 making the trip to Vancouver.

19 5.11 Cal-Western has conducted trustee's sales pursuant to Notices of Trustee's Sale
20 in which it provided the homeowner with the incorrect telephone number. *See, e.g.*, Exhibits 6
21 and 7.

22 5.12 Cal-Western has pending trustee's sales pursuant to Notices of Trustee's Sale in
23 which it provided the homeowner with the incorrect telephone number.
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6.1 The State incorporates Paragraphs 1.1 through 5.12 herein as if set forth in their entirety.

6.3 RCW 61.24.040(1)(f) provides that the Notice of Trustee’s Sale must be “in substantially the following form,” and requires that the trustee provide its address and telephone number.

6.5 A Notice of Trustee’s Sale that does not contain the correct telephone number for the trustee do not “strictly comply” with the Deed of Trust Act.

6.7 Homeowners are injured when they are unable to contact their trustee by telephone in order to seek information necessary to avert foreclosure, such as updated quotes to cure the default or pay off the loan. RCW 61.24.090.

6.9 Homeowners are injured when they are unable to contact their trustee by telephone in order to request that a trustee take other actions, depending on the particular homeowner's circumstances, pursuant to the trustee's statutory duty of good faith. *See* RCW 61.24.010(4).

1 6.10 The State requests that the Court declare that each and every Notice of Trustee's
2 Sale and Notice of Foreclosure issued by Cal-Western with the incorrect 1-800-546-1351
3 telephone number is not in strict compliance with Washington's Deed of Trust Act.

4 **VII. COUNT II – UNFAIR OR DECEPTIVE PRACTICE**
5 **(Wrong Telephone Number)**

6 7.1 The State incorporates Paragraphs 1.1 through 6.10 herein as if set forth in their
7 entirety.

8 7.2 An act or practice is deceptive if it has the capacity to deceive a substantial portion
9 of the public. *See Hangman Ridge Training Stables v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 785,
10 719 P.2d 531 (1986).

11 7.3 Cal-Western's practice of providing homeowners with the wrong telephone
12 number to contact it for foreclosure-related information and requests had the capacity to deceive
13 those homeowners.

14 7.4 An act or practice may be unfair if it offends public policy, is immoral, unethical,
15 oppressive, or if it causes injury to consumers. *See Klem v. Washington Mutual Bank*, 176 Wn.2d
16 771, 295 P.3d 1179 (2013); *Magney v. Lincoln Mut. Sav. Bank*, 34 Wn. App. 45, 659 P.2d 547
17 (1984).

18 7.5 It is an unfair practice for Cal-Western to provide an incorrect telephone number,
19 and thereby require as a practical matter that a homeowner either (a) mail questions or requests to
20 it via the U.S. Postal Service (and hope that Cal-Western's address, unlike its telephone number,
21 was printed correctly), or (b) travel to Vancouver and visit its offices in order to have a
22 conversation with a Cal-Western employee. Both of these options are inefficient, time-
23 consuming, and in the case of travel, often prohibitively expensive or logistically impossible for
24 many homeowners.

25 7.6 Cal-Western's practice of filing Notices of Trustee's Sale and moving forward in
26 the nonjudicial foreclosure process – including without limitation conducting trustee's sales –

1 while depriving homeowners of the opportunity to communicate with the trustee by telephone
2 offends Washington's public policy, which seeks to provide homeowners with meaningful
3 opportunities to avert foreclosure and the attendant harm to both the homeowner and the
4 community.

5 7.7 Homeowners are injured when they are unable to contact their trustee by telephone
6 in order to seek information necessary to avert foreclosure, such as updated quotes to cure the
7 default or pay off the loan. RCW 61.24.090.

8 7.8 Homeowners are injured when they are unable to contact their trustee by telephone
9 in order to seek a continuance of the trustee's sale pursuant to RCW 61.24.040(6).

10 7.9 Homeowners are injured when they are unable to contact their trustee by telephone
11 in order to request that a trustee take other actions, depending on the particular homeowner's
12 circumstances, pursuant to the trustee's statutory duty of good faith. *See* RCW 61.24.010(4).

13 7.10 Cal-Western's unfair or deceptive practices occur in trade or commerce, and affect
14 the public interest because dozens of homeowners in King County were provided with the
15 incorrect telephone number, and upon information and belief, additional homeowners in other
16 counties have been similarly affected.

17 7.11 The State requests that the Court declare the acts and practices described above are
18 unfair or deceptive under RCW 19.86.020, and violate the Consumer Protection Act.

19 **VIII. COUNT III – INJUNCTIVE RELIEF AGAINST VIOLATIONS OF THE**
20 **CONSUMER PROTECTION ACT**

21 8.1 The State incorporates Paragraphs 1.1 through 7.11 herein as if set forth in their
22 entirety.

23 8.2 Cal-Western's actions, described above, are unfair or deceptive, in violation of the
24 Consumer Protection Act.

25 8.3 RCW 19.86.080(1) provides in relevant part that "[t]he attorney general may bring
26 an action in the name of the state, or as parens patriae on behalf of persons residing in the state,

1 against any person to restrain and prevent the doing of any act herein prohibited or declared to be
2 unlawful.”

3 8.4 The State therefore requests that the Court enjoin Cal-Western from engaging in
4 any of the unfair or deceptive acts or practices described above, including without limitation from
5 (a) conducting any trustee’s sale on property(ies) for which it gave the wrong telephone number to
6 homeowners, junior lienholders, or others entitled to notice, and (b) conducting any trustee’s sale
7 on property(ies) for which the telephone number provided by Cal-Western is answered by an
8 automated greeting that does not specifically identify Cal-Western.

9 **IX. COUNT IV – RESTITUTION FOR VIOLATIONS OF THE CONSUMER**
10 **PROTECTION ACT**

11 9.1 The State incorporates Paragraphs 1.1 through 8.4 herein as if set forth in their
12 entirety.

13 9.2 Cal-Western has conducted at least one, and upon information and belief, more
14 than one trustee’s sale in Washington pursuant to Notices of Trustee’s Sale that were unfair or
15 deceptive for the reasons explained above. *See, e.g.,* Exhibits 6 and 7.

16 9.3 RCW 19.86.080(2) provides that “[t]he court may make such additional orders or
17 judgments as may be necessary to restore to any person in interest any moneys or property, real or
18 personal, which may have been acquired by means of any act herein prohibited or declared to be
19 unlawful.”

20 9.4 The State requests that the Court enter such orders as are necessary to make
21 restitution to those homeowners whose properties were unfairly or deceptively foreclosed by Cal-
22 Western in violation of the Deed of Trust Act, RCW 61.24.030(6) and/or the Consumer
23 Protection Act, RCW 19.86.020. Such orders may include, but are not limited to, injunction(s)
24 prohibiting Cal-Western from executing, delivering, or recording a trustee’s deed related to such
25 sales, requiring Cal-Western to rescind illegal trustee’s sales pursuant to RCW 61.24.050(2)(a)(i),
26 and monetary restitution to consumers.

1 X. PRAYER FOR RELIEF

2 Wherefore, the State prays for the following relief:

3 10.1 A declaration that Cal-Western's acts described above are in violation of
4 Washington's Deed of Trust Act, RCW 61.24.040;

5 10.2 A declaration that Cal-Western's acts described above are unfair or deceptive acts
6 or practices in trade or commerce, affecting the public interest, and in violation of the Consumer
7 Protection Act, RCW 19.86;

8 10.3 An injunction preventing Cal-Western or anyone acting in concert with it from
9 conducting a trustee's sale pursuant to any Notice of Trustee's Sale or Notice of Foreclosure that
10 states that Cal-Western's telephone number is or was 1-800-546-1351;

11 10.4 An award of a civil penalty in the amount of \$2,000 for each and every violation
12 of Washington's Consumer Protection Act, pursuant to RCW 19.86.140;

13 10.5 An order necessary to restore to any person an interest any moneys or property,
14 real or personal, which may have been acquired by means of an act prohibited by the Consumer
15 Protection Act, pursuant to RCW 19.86.080(2);

16 10.6 An award of the State's reasonable costs and attorney's fees incurred in this action,
17 pursuant to RCW 19.86.080; and

18 10.7 Any other award the Court determines is just and equitable.

19 DATED this 14th day of May, 2014.

20
21 ROBERT W. FERGUSON
22 Attorney General

23 

24 TODD BOWERS, WSBA #25274
25 BENJAMIN J. ROESCH, WABA #39960
26 Assistant Attorney General
 Attorney for Plaintiff, State of Washington

Exhibit 1

Electronically Recorded
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Page 001 of 006

10/10/2013 11:41

King County, WA

WHEN RECORDED MAIL TO:

CAL-WESTERN OF WASHINGTON, INC.

201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER, WA 98684

Space Above This Line For Recorder's Use

T.S. No. 129001J-31

Parcel No. 613761-062009

100419419

NOTICE OF TRUSTEE'S SALE

I.

NOTICE IS HEREBY GIVEN that the undersigned Trustee, CAL-WESTERN OF WASHINGTON, INC., will on March 28, 2014, at the hour of 10:00am, at AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING 500 4TH AVENUE in the city of SEATTLE, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of KING, State of Washington to-wit:

LOT 62 NORTH CREEK HEIGHTS DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 149 OF PLATS, PAGES 1 THROUGH 5, INCLUSIVE, IN KING COUNTY, WASHINGTON.

Commonly known as: 11027 NE 197TH STREET
BOTHELL, WA 98011-1757

which is subject to that certain Deed of Trust dated July 24, 2006, recorded August 16, 2006, under Auditor's File No. 20060816000305, Book XX, Page XX, records of KING County, Washington, from LAURENCE T. CHILDS, MARILYN H. CHILDS HUSBAND AND WIFE ALSO KNOWN AS LAURENCE TAFT CHILDS AND MARILYN HENRY CHILDS as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY as Trustee, to secure an obligation in favor of WORLD SAVINGS BANK, FSB, ITS SUCCESSORS AND/OR ASSIGNEES as Beneficiary, the beneficial interest in which was assigned to N/A under an assignment recorded on N/A, under Auditor's File No. N/A, Bk. N/A, Pg. N/A, records of KING County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears: \$98,023.61, (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4908
T.S. No: 1290011-31

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$476,699.88, together with interest as provided in the note or other instrument secured from February 15, 2010, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on March 28, 2014. The default(s) referred to in paragraph III, must be cured by March 17, 2014 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before March 17, 2014 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after March 17, 2014 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "1" attached

by both first class and certified mail on August 21, 2012 proof of which is in the possession of the Trustee; and on August 21, 2012 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary or the Beneficiary's attorney.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4908

T.S. No: 1290011-31

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only **20 DAYS** from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Telephone: (877) 894-4663. Website: www.homeownership.wa.gov

The United States Department of Housing and Urban Development: Telephone: (800) 569-4287. Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (888) 201-1014. Website: <http://nwjustice.org>

DATE: October 09, 2013

CAL-WESTERN OF WASHINGTON, INC.

201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER, WA 98684

(800)546-1351

Signature/By


Valerie Adams

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4908
T.S. No: 1290011-31

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On OCT - 9 2013 before me, Susan Meyers

a Notary Public in and for said State, personally appeared Valerie Adams,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal (Seal)

Signature Susan Meyers



NOTICE OF TRUSTEE'S SALE EXHIBIT "1"

Loan No: XXXXXX4908

T.S. No: 1290011-31

Name & Address:

LAURENCE T CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011

LAURENCE CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011

MARILYN H CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011

MARILYN CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011

MARILYN H CHILDS
11027 NE 197TH ST
BOTHELL WA 98011

MARILYN CHILDS
11027 NE 197TH ST
BOTHELL WA 98011

LAURENCE T CHILDS
11027 NE 197TH ST
BOTHELL WA 98011

LAURENCE CHILDS
11027 NE 197TH ST
BOTHELL WA 98011

MARILYN HENRY CHILDS
PO BOX 1012
BOTHELL WA 98041

LAURENCE T CHILDS
PO BOX 1012
BOTHELL WA 98041

MARILYN H CHILDS
PO BOX 1012
BOTHELL WA 98041

MARILYN HENRY CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011

NOSWA

LAURENCE TAFT CHILDS
PO BOX 1012
BOTHELL WA 98041

LAURENCE TAFT CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011

LAURENCE TAFT CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011-1757

MARILYN HENRY CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011-1757

MARILYN H. CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011-1757

LAURENCE T. CHILDS
11027 NE 197TH STREET
BOTHELL WA 98011-1757

Exhibit 2

Electronically Recorded
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SIMPLIFILE

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80.00

Page 001 of 009

01/06/2014 11:30

King County, WA

WHEN RECORDED MAIL TO:

CAL-WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

Space Above This Line For Recorder's Use

T.S. No. 1296174-37

Parcel No. 781280-1325-02

NOTICE OF TRUSTEE'S SALE

PRINT AM
4524062

NOTICE IS HEREBY GIVEN that the undersigned, Trustee, CAL-WESTERN OF WASHINGTON, INC, will on May 16, 2014, at the hour of 10:00am, at AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING 500 4TH AVENUE in the city of SEATTLE, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of KING, State of Washington to-wit:

LOT 3, BLOCK 15, SKYWAY PARK ADD, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 40 OF PLATS, PAGE 6, RECORDS OF KING COUNTY, WASHINGTON

Commonly known as: 6812 S 120TH PLACE
SEATTLE WA 98178

which is subject to that certain Deed of Trust dated March 13, 2007, recorded April 13, 2007, under Auditor's File No. 20070413002031, Book XX, Page XX, records of KING County, Washington, from SAMUEL MENGISTEAB, AS A SEPARATE ESTATE as Grantor, to RAINIER TITLE as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. as Beneficiary, the beneficial interest in which was assigned to N/A under an assignment recorded on N/A, under Auditor's File No. N/A, Bk. N/A, Pg. N/A, records of KING County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears: \$73,815.50 (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX1566

T.S. No: 1296174-37

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$203,872.96, together with interest as provided in the note or other instrument secured from July 01, 2010, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on May 16, 2014. The default(s) referred to in paragraph III, must be cured by May 05, 2014 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before May 05, 2014 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after May 05, 2014 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "1" attached

by both first class and certified mail on April 02, 2013 proof of which is in the possession of the Trustee; and on March 28, 2013 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary or the Beneficiary's attorney.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX1566
T.S. No: 1296174-37

X.

NOTICE TO OCCUPANTS OR TENANTS:

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

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DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Telephone: (877) 894-4663. Website: www.homeownership.wa.gov
The United States Department of Housing and Urban Development: Telephone: (800) 569-4287. Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (888) 201-1014. Website: <http://nwjustice.org>

DATE: December 30, 2013

CAL WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER, WA 98684
(800) 546-1351

Signature/By


Mary Statham, AVP

NOTICE OF TRUSTEE'S SALE

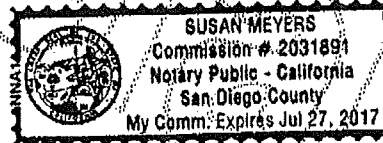
Loan No: XXXXXX1566
T.S. No: 1296174-37

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On **DEC 30 2013** before me, **Susan Meyers**

a Notary Public in and for said State, personally appeared **Mary Statham**
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal (Seal)

Signature



NOTICE OF TRUSTEE'S SALE EXHIBIT "1"

Loan No: XXXXXX1566

T.S. No: 1296174-37

Name & Address:

SAMUEL MENGISTEAB
6812 S 120TH PL
SEATTLE WA 98178

SAMUEL MENGISTEAB
524 RAIL ROAD AVE SOUTH
KENT WA 98032

SAMUEL MENGISTEAB
6812 S 120TH PLACE
SEATTLE WA 98178

SAMUEL MENGISTEAB
21053 99TH AVE S
KENT WA 98031

SMUEL MENGISTEAB
21053 99TH AVE S
KENT WA 98031-2008

CAL WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

T.S. No. 1296174-37

NOTICE OF FORECLOSURE

PURSUANT TO THE REVISED CODE OF WASHINGTON, CHAPTER 61.24, ET. SEQ.

To: SAMUEL MENGISTEAB, AS A SEPARATE ESTATE

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to NATIONSTAR MORTGAGE LLC,

the Beneficiary of your Deed of Trust and owner or holder of the obligation secured thereby. Unless the default(s) is/are cured, your property will be sold at auction on May 16, 2014. To cure the default(s), you must bring the payments current, cure any other default(s), and pay accrued late charges, advances, other costs, trustee's fees and attorney's fees as set forth below, by May 05, 2014 (11 days before sale date). To date, these arrears and costs are as follows:

	Currently due to reinstate on May 16, 2014	Estimated due amount to reinstate on May 05, 2014 (11 days before the date set for sale)
Delinquent Payments from August 01, 2010 In the amount of \$925.30 per month	\$42,563.80	\$42,563.80
Total Late Charges	\$691.96	\$691.96
Advances:		
ESCROW ADVANCE	\$15,164.12	\$15,164.12
CORPORATE ADVANCE	\$10,101.96	\$10,101.96
TRUSTEE FEE/RESTART	\$250.00	\$250.00
TRUSTEE/AGENT FEE	\$675.00	\$675.00
TRUSTEE SALE GUARANTEE	\$896.81	\$896.81
MISC CHARGES	\$867.45	\$867.45
NOS RECORDING	\$132.00	\$132.00
RESCISSION RECORDING	\$124.00	\$124.00
SUBSTITUTION RECORDING	\$44.00	\$44.00
ASSIGNMENT RECORDING	\$30.00	\$30.00
TDUS RECORDING	\$64.00	\$64.00
DEED RECORDING	\$63.00	\$63.00
NOS RECORDING/AMENDED	\$20.00	\$20.00
PUBLISHING	\$869.40	\$869.40
POSTING NOS	\$200.00	\$200.00
POSTING NOD	\$200.00	\$200.00
POSTPONEMENT COST	\$700.00	\$700.00
SALE CONDUCTING COST	\$100.00	\$100.00
POSTING NOS/AMENDED	\$120.00	\$120.00

TOTALS:

\$73,877.50

\$73,877.50

T.S. No. 1296174-37

NOTICE OF FORECLOSURE
pursuant to the revised code of Washington

To pay off the entire obligation secured by your Deed of Trust as of May 16, 2014 you must pay a total of \$203,872.96 in principal, \$33,886.60 in interest, plus other costs and advances estimated to date in the amount of \$31,251.70. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of the payoff date.

As to the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

DEFAULT

DESCRIPTION OF ACTION REQUIRED TO CURE AND
DOCUMENTATION NECESSARY TO SHOW CURE

NONE

NONE

You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including May 05, 2014 (11 days before the sale date) by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not involving payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. In addition, the Trustee's fees may increase as more time is allowed to pass before reinstatement is made.

Tender of payment or performance must be made to the Trustee, CAL-WESTERN OF WASHINGTON, INC., whose address is:
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684
(800)546-1351

AFTER May 05, 2014, YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE.

The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of \$203,872.96 plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the loan documents and by curing the other defaults as outlined above.

T.S. No. 1296174-37

You may contest this default by initiating court action in the Superior Court of the county in which the sale is to be held. In such action, you may raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

The court may grant a restraining order or injunction to restrain a trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge.

Notice and other process may be served on the trustee at:

CAL-WESTERN OF WASHINGTON, INC.
C/O: CT Corporation System
505 Union Ave SE, Ste. 120
Olympia, WA 98501
(360) 357-6794

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all interest in the property.

Dated: December 30, 2013

T.S. No: 1296174-37

CAL-WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

Signature/By



Mary Statham, AVP

Exhibit 3

Electronically Recorded

20140320000702

SIMPLIFILE

NTS

76.00

Page 001 of 005

03/20/2014 12:26

King County, WA

WHEN RECORDED MAIL TO:

CAL-WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

Space Above This Line For Recorder's Use

T.S. No. 1351351-37
Parcel No. 943290-0800-02

NOTICE OF TRUSTEE'S SALE

6403563
1ST AM

NOTICE IS HEREBY GIVEN that the undersigned, Trustee, CAL-WESTERN OF WASHINGTON, INC., will on July 25, 2014, at the hour of 10:00am, at AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING 500 4TH AVENUE in the city of SEATTLE, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of KING, State of Washington to-wit:

LOT 80 OF WILLOWGATE, AS PER PLAT RECORDED IN VOLUME 153 OF PLATS, PAGE 20 AND 21, RECORDS OF KING COUNTY AUDITOR; SITUATE IN THE CITY OF ENUMCLAW, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 3045 HIGHPOINT STREET
ENUMCLAW WA 98022

which is subject to that certain Deed of Trust dated July 13, 2006, recorded July 27, 2006, under Auditor's File No. 20060727002277, Book XX, Page XX, records of KING County, Washington, from FORREST W DAHL, A SINGLE MAN, as Grantor, to RAINIER TITLE COMPANY as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE PROCESS CENTER, ITS SUCCESSORS AND ASSIGNS as Beneficiary, the beneficial interest in which was assigned to NATIONSTAR MORTGAGE LLC under an assignment recorded on November 16, 2012, under Auditor's File No. 2012116001319, records of KING County, Washington.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears: \$130,736.85; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4345

T.S. No: 1351351-37

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$290,286.75, together with interest as provided in the note or other instrument secured from December 01, 2008, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on July 25, 2014. The default(s) referred to in paragraph III, must be cured by July 14, 2014 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before July 14, 2014 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after July 14, 2014 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "1" attached

by both first class and certified mail on May 13, 2013 proof of which is in the possession of the Trustee; and on May 07, 2013 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary or the Beneficiary's attorney.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4345
T.S. No: 1351351-37

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only **20 DAYS** from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Telephone: (877) 894-4663. Website: www.homeownership.wa.gov
The United States Department of Housing and Urban Development: Telephone: (800) 569-4287. Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (888) 201-1014. Website: <http://nwjustice.org>

DATE: **MAR 17 2014**

CAL WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

(360) 450-5245

Signature/By

Rhonda Rorie
Rhonda Rorie, A.V.P.

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4345

T.S. No: 1351351-37

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On MAR 17 2014 before me, Jeffrey Starling,
a Notary Public in and for said State, personally appeared Rhonda Rorie,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal (Seal)

Signature

Jeffrey Starling



NOTICE OF TRUSTEE'S SALE EXHIBIT "1"

Loan No: XXXXXX4345

T.S. No: 1351351-37

Name & Address:

FORREST W DAHL
3045 HIGHPOINT STREET
ENUMCLAW WA 98022

Exhibit 4

Electronically Recorded

20140324001361

SIMPLIFILE

NTS

76.00

Page 001 of 005

03/24/2014 04:01

King County, WA

WHEN RECORDED MAIL TO:

CAL-WESTERN OF WASHINGTON, INC.

201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER, WA 98684

Space Above This Line For Recorder's Use

T.S. No. 1372937-31

Parcel No. 666490-0520

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Trustee, CAL-WESTERN OF WASHINGTON, INC., will on September 05, 2014, at the hour of 10:00am, at AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING 500 4TH AVENUE in the city of SEATTLE, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of KING, State of Washington to-wit:

LOT 52 OF PARKLANE ESTATES DIVISION 1, AS PER PLAT RECORDED IN VOLUME 150 OF PLATS, PAGES 59 THROUGH 62, RECORDS OF KING COUNTY AUDITOR, SITUATE IN THE CITY OF FEDERAL WAY, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 34604 14TH PL SW
FEDERAL WAY WA 98023-7038

which is subject to that certain Deed of Trust dated October 11, 2007, recorded October 23, 2007, under Auditor's File No. 20071023001120, Book XX, Page XX, records of KING County, Washington, from JASON S KIM, AN UNMARRIED MAN as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORP. as Trustee, to secure an obligation in favor of WORLD SAVINGS BANK, FSB, ITS SUCCESSORS AND/OR ASSIGNEES as Beneficiary, the beneficial interest in which was assigned to N/A under an assignment recorded on N/A, under Auditor's File No. N/A, Bk. N/A, Pg. N/A, records of KING County, Washington.

ii.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

iii.

The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears: \$90,217.12 (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX7506

T.S. No: J372937-31

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$293,566.10, together with interest as provided in the note or other instrument secured from October 01, 2009, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on September 05, 2014. The default(s) referred to in paragraph III, must be cured by August 25, 2014 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before August 25, 2014 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after August 25, 2014 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "1" attached

by both first class and certified mail on April 26, 2013 proof of which is in the possession of the Trustee; and on April 26, 2013 the written notice of default was posted in a conspicuous place on the real property described in the paragraph 1 above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary or the Beneficiary's attorney.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX7506

T.S. No: 1372937-31

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only **20 DAYS** from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

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The United States Department of Housing and Urban Development: Telephone: (800) 569-4287. Website: www.hud.gov

The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (888) 201-1014. Website: <http://nwjustice.org>


DATE: March 20, 2014

CAL WESTERN OF WASHINGTON, INC.

201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER, WA 98684

(800) 546-1531

Signature/By


Kellie Barnes

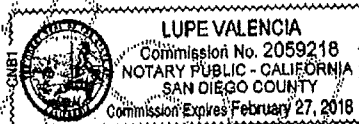
NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX7506
T.S. No: 1372937-31

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On 3/20/14 before me, Lupe Valencia
a Notary Public in and for said State, personally appeared Kellie Barnes
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. (Seal)

Signature Lupe Valencia



NOTICE OF TRUSTEE'S SALE EXHIBIT "1"

Loan No: XXXXXX7506

T.S. No: 372937-31

Name & Address:

JASON S KIM
34604 14TH PL SW
FEDERAL WAY WA 98023-7038

JASON S KIM
34604 14TH PL SW
FEDERAL WAY WA 98023

Exhibit 5

☒ Secretary of State banner[Secretary of State](#)[Administration](#)[Elections](#)[Business Programs](#)[Political Reform](#)[Archives](#)[Registries](#)**Business Entities (BE)****Online Services**

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Statements of Information**
(annual/biennial reports)**Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, May 13, 2014. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CAL-WESTERN RECONVEYANCE LLC
Entity Number:	201314910098
Date Filed:	05/28/2013
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	525 E MAIN ST
Entity City, State, Zip:	EL CAJON CA 92020
Agent for Service of Process:	C T CORPORATION SYSTEM (C0168406)
Agent Address:	*
Agent City, State, Zip:	*

* Indicates the Information Is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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Exhibit 6

Electronically Recorded

20131119000812

SIMPLIFILE

NTS

76.00

Page 001 of 005

11/19/2013 02:28

King County, WA

WHEN RECORDED MAIL TO:

CAL-WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

Space Above This Line For Recorder's Use

T.S. No. 1370227-39

Parcel No. 7801300430

120296618

NOTICE OF TRUSTEE'S SALE

NOTICE IS HEREBY GIVEN that the undersigned Trustee, CAL-WESTERN OF WASHINGTON, INC., will on April 04, 2014, at the hour of 10:00am, at AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING 500 4TH AVENUE in the city of SEATTLE, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County(ies) of KING, State of Washington to-wit:

UNIT 313, OF SIR CEDRIC, A CONDOMINIUM, ACCORDING TO DECLARATION THEREOF RECORDED UNDER KING COUNTY RECORDING NO 8002280856 AND AMENDMENT(S) THERETO, SAID UNIT IS LOCATED ON SURVEY MAP AND PLANS FILED IN VOLUME 42 OF CONDOMINIUMS, AT PAGES 16 THROUGH 20, RECORDS OF KING COUNTY, WASHINGTON

Commonly known as: 3233 NE 12TH ST #313
RENTON WA 98056

which is subject to that certain Deed of Trust dated May 08, 2006, recorded May 12, 2006, under Auditor's File No. 20060512002516, Book XX, Page XX, records of KING County, Washington, from SUSAN L. PONSLER, AS HER SEPARATE ESTATE as Grantor, to NATIONAL CLOSING SOLUTIONS as Trustee, to secure an obligation in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOME FUNDS DIRECT, ITS SUCCESSORS AND ASSIGNS as Beneficiary, the beneficial interest in which was assigned to U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8 MASTER PARTICIPATION TRUST under an assignment recorded on October 09, 2013, under Auditor's File No. 201310090000910, records of KING County, Washington.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

III.

The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears: \$68,199.16; (together with any subsequent payments, late charges, advances, costs and fees thereafter due)

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4317

T.S. No: 1370227-39

IV.

The sum owing on the obligation secured by the Deed of Trust is: Principal Balance of \$125,238.44, together with interest as provided in the note or other instrument secured from October 01, 2010, and such other costs and fees as are due under the Note or other instrument secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession or encumbrances on April 04, 2014. The default(s) referred to in paragraph III, must be cured by March 24, 2014 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time on or before March 24, 2014 (11 days before the sale date), the default(s) as set forth in paragraph III is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after March 24, 2014 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following addresses:

See Exhibit "1" attached

by both first class and certified mail on March 15, 2013 proof of which is in the possession of the Trustee; and on March 14, 2013 the written notice of default was posted in a conspicuous place on the real property described in the paragraph I above, and the Trustee has possession of proof of such posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above-described property.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary or the Beneficiary's attorney.

IX.

Anyone having any objections to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4317
T.S. No: 137022739

X.

NOTICE TO OCCUPANTS OR TENANTS

The purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060

THIS NOTICE IS THE FINAL STEP BEFORE THE FORECLOSURE SALE OF YOUR HOME.

You have only 20 DAYS from the recording date on this notice to pursue mediation.

DO NOT DELAY. CONTACT A HOUSING COUNSELOR OR AN ATTORNEY LICENSED IN WASHINGTON NOW to assess your situation and refer you to mediation if you are eligible and it may help you save your home. See below for safe sources of help.

SEEKING ASSISTANCE

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

The statewide foreclosure hotline for assistance and referral to housing counselors recommended by the Housing Finance Commission: Telephone: (877) 894-4663. Website: www.homeownership.wa.gov

The United States Department of Housing and Urban Development: Telephone: (800) 569-4287. Website: www.hud.gov


The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Telephone: (888) 201-1014. Website: <http://nwjustice.org>

DATE: November 18, 2013

CAL-WESTERN OF WASHINGTON, INC.
201 NE PARK PLAZA DRIVE, SUITE 217
VANCOUVER WA 98684

(800)546-1351

Signature/By


Mary Statham, AVP

NOTICE OF TRUSTEE'S SALE

Loan No: XXXXXX4317
T.S. No: 1370227-39

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On NOV 18 2013 before me, Susan Meyers
a Notary Public in and for said State, personally appeared Mary Statham,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. (Seal)

Signature Susan Meyers



NOTICE OF TRUSTEE'S SALE EXHIBIT "1"

Loan No: XXXXXX4317

T.S. No: 1370227-39

Name & Address:

SUSAN E PONSLER
3233 NE 12TH ST #313
RENTON WA 98056

SUSAN WHITE
3233 NE 12TH ST #313
RENTON WA 98056

SUSAN LYNN WHITE
3233 NE 12TH ST #313
RENTON WA 98056

SUSAN LYNN PONSLER
3233 NE 12TH ST #313
RENTON WA 98056

Exhibit 7

3
WHEN RECORDED MAIL TO:

CALIBER HOME LOANS, INC., FKA VERICREST
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134



20140513000611

DOCUMENT PRICE TO
PAGE-001 OF 003
05/13/2014 11:43
KING COUNTY, WA

74.00

E2667445

SPACE AB

05/13/2014 11:43
KING COUNTY, WA
TAX
SALE

\$10.00
\$0.00

PAGE -001 OF 001

T.S. No. 1370227-40
Parcel No. 780130043000

120296618

TRUSTEE'S DEED

The Grantor, CAL-WESTERN OF WASHINGTON, INC., as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to:

U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8 MASTER PARTICIPATION TRUST

Grantee

that real property, situated in the County of KING, State of Washington, described as follows:

UNIT 313, OF SIR CEDRIC, A CONDOMINIUM, ACCORDING TO DECLARATION THEREOF RECORDED UNDER KING COUNTY RECORDING NO. 8002280856 AND AMENDMENT(S) THERETO, SAID UNIT IS LOCATED ON SURVEY MAP AND PLANS FILED IN VOLUME 42 OF CONDOMINIUMS, AT PAGES 16 THROUGH 20, RECORDS OF KING COUNTY, WASHINGTON

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between SUSAN L. PONSLER, AS HER SEPARATE ESTATE as grantor to NATIONAL CLOSING SOLUTIONS, as trustee and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOME FUNDS DIRECT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated May 08, 2006, recorded May 12, 2006, as No. 20060512002516 in Book/Reel XX, Page/Frame XX, records of KING County, Washington.
2. Said Trust was executed to secure, together with other undertaking the payment of one promissory note in the sum of \$131,000.00 with interest thereon, according to the terms thereof, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOME FUNDS DIRECT, ITS SUCCESSORS AND ASSIGNS and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

TRUSTEE'S DEED, Con't

T.S. No: 1370227-40

3. The described Deed of Trust provides that the real property conveyed is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8 MASTER PARTICIPATION TRUST being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee to sell the described premises.
6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, executed and on November 19, 2013, recorded in the office of the Auditor of KING County, Washington, a "Notice of Trustee's Sale" of said property in Book/Reel XX, Page/Frame XX, as No.20131149000812.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale", fixed the place of sale AT THE MAIN ENTRANCE TO THE ADMINISTRATION BUILDING 500 4TH AVENUE, SEATTLE, WASHINGTON, a public place, and in accordance with law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served at least 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once a week during the four weeks preceding the time of sale in a legal newspaper in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Grantor's Note and Deed of Trust were attached.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
10. The defaults specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on April 04, 2014, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefore, the property hereinabove described for the sum of \$82,494.36 (cash) (by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute).

TRUSTEE'S DEED, Con't

T.S. No: 1370227-40

Dated:

4/7/14

CAL-WESTERN OF WASHINGTON, INC.



Amy Lanctot, A.V.P.

State of CALIFORNIA
County of SAN DIEGO

On **APR 07 2014** before me, Jeffrey Starling
a Notary Public, personally appeared Amy Lanctot, who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the
laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

(Seal)

Signature

